Board Office Use: Le	gislative File Info.
File ID Number	12-2521
Introduction Date	9-27-12
<b>Enactment Number</b>	12-2469
Enactment Date	9-27-12 4



# Memo

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The Board of Education

From

Tony Smith, Ph.D., Superintendent

By: Maria Santos, Deputy Superintendent, Instruction, Leadership &

Equity-in-Action

Vernon Hal, Deputy Superintendent, Business & Operations

<b>Board Meeting Date</b>
(To be completed by
Procurement)

9/27/12

Subject

Professional Services Contract Ronald Williams II Oakland CA (contractor, City State)
905 - Deputy Superintendent, Business and Operations (site/department)

**Action Requested** 

Ratification of a professional services contract between Oakland Unified School District and Ronald Williams II Services to be primarily provided to 905 - Deputy Superintendent, Business and C for the period of July 1, 2012 through March 31, 2013 .

Background
A one paragraph
explanation of why
the consultant's
services are needed.

Discussion
One paragraph
summary of the
scope of work.

Consultant will work with the departments of procurement and distribution services, facilities planning and management, accounting, and risk management to coordinate the of development of the District's policies, procedures, and protocol for the management, accounting, reporting, and control of fixed assets.

Recommendation

Ratification of professional services contract between Oakland Unified School District and Ronald Williams II . Services to be primarily provided to 905 - Deputy Superintendent, Business and C for the period of July 1, 2012 through March 31, 2013 .

Fiscal Impact

Funding resource name (please spell out) General Fund

not to exceed \$ 80,000.00

**Attachments** 

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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#### PROFESSIONAL SERVICES CONTRACT 2012-2013

Thi	s Agr	eement is entered into between the Oakland Unified School District (OUSD) and Ronald Williams II
fina to	ancial, perfor	ACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent m such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The gree as follows:
1.		vices: The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated in by reference.
2.	if the	ms: CONTRACTOR shall commence work on <u>July 1, 2012</u> , or the day immediately following approval by the Superintendent aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the red of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later that red 31, 2013.
3.	exce	npensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to ged Eighty Thousand Dollars  Dollars (\$80,000.00). This sum shall be a lighty to the same of the contraction
		or full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited abor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.
	If Coatta	ONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," ched hereto, the specific scope of services to be delivered on an hourly basis to OUSD.
		SD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for some services for except as follows:
	COI	ment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the NTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the ion of the Work for which payment is to be made.
	to c	granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR orrect unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time ament was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that e must be replaced by CONTRACTOR without delay.
4.		omittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and SD has approved evidence of the following:
	1.	Individual consultants:
		✓ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
		Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
		☑ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
	2.	Agencies or organizations:  Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5.	•	uipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this eement except:  which shall not exceed a total cost of \$

6. CONTRACTOR Qualifications / Performance of Services.

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and,/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. Notices: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

#### Professional Services Contract **OUSD Representative:** CONTRACTOR: Name: Vernon Hal Ronald Williams II Site /Dept.:05 - Deputy Superintendent, Business and Operation Address: 3700 Madrone Ave 1025 2nd Ave., Room 301 Address: Oakland CA 94619 Oakland, CA (510) 761-5329 Phone: (510) 273-3209 Phone: Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work. Invoicing Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein: Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained. 10 Insurance: Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required: If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Check one of the boxes below: CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract. CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California. ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

#### OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
- 11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

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#### **Professional Services Contract**

- 12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
- 14. **Drug-Free / Smoke Free Policy**. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- 15. Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 19. Conduct of Consultant. CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  - 1. Tuberculosis Screening

Contractor initial

2. Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

- 20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

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#### **Professional Services Contract**

- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et sea, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. Contract Contingent on Governing Board Approval: The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (https://www.epls.gov/epls/search.do)

Summary of terms and compensation:				
Anticipated start date: July 1, 2012	Work shall be comple	eted by: March 31, 2013	Total Fee: \$ 80,0	00.00
OAKLAND UNIFIED SCHOOL DISTRICT  President, Board of Education  Superintendent or Designee	7/9//Z Date // Z	CONTRACTOR  Contractor Signature		6/29/2017 Date
Secretary, Board of Education	Date	Ronald Williams II Print Name, Title		<u>.</u>
Certified:  Cartified:  Cartif	12	File ID Number: Introduction Dat Enactment Num Enactment Date	ber: 12-2469	

By:

#### Ronald Williams II, Ph.D. 3700 Madrone Ave. Oakland, CA 94619 Phone: (510) 761-5329

Email: ronaldcwilliams@gmail.com

#### PROFESSIONAL SERVICES CONTRACT PROPOSAL

Dates of Contract: July 1, 2012 to March 31, 2013

#### General Scope of Services:

Work with the departments of procurement and distribution services, facilities planning
and management, accounting, and risk management to coordinate the of development of
the District's policies, procedures, and protocol for the management, accounting,
reporting, and control of fixed assets.

#### **Specific Duties and Deliverables:**

- Support the department of Procurement and Distribution Services in the redesign of the receiving process for Machinery and Equipment purchased by the district.
- Work with Technology Services and Procurement and Distribution Services to facilitate
  the full implementation of electronic processing of equipment received through the
  distribution center for inventory and capitalization.
- Coordinate the bi-annual inventory and valuation of the district's land, land
  improvements, buildings, building improvements, machinery and equipment in
  partnership with a valuation company contracted by the district. This includes, but is not
  limited to, facilitating the communication between schools and offices and the valuation
  contractor regarding access to equipment at sites and offices.
- Assess long-term staffing needs/implications for the management, accounting, reporting
  and control of the District's capital assets, including further research on best practices of
  other comparable school districts, the development of position descriptions, and the
  development of recommendations for appropriate reporting relationships. This includes
  facilitating the recruitment, hiring, and training of staff as directed.
- Work with State and Federal Compliance, Procurement and Distribution Services, and Accounting to design the process for identifying and tracking assets purchased using restricted funds.
- Work with relevant departments to prepare a calendar of activities for capital assets reporting covering the next two fiscal years.

- Design and implement a system of periodic reporting (e.g. monthly or quarterly) and hand off of capital assets acquisition data from Buildings and Grounds, Procurement, and Capital Building Program.
- Work with Risk Management, Procurement and Distribution Services, Facilities Planning and Management, Technology Services, and Accounting to merge property records into a central database that can be used by all parties and design the process for the regular updating of this information.
- Develop an inventory of all reports used in the capital assets acquisition process and verify the quality and utility of said reports.
- Develop a series of flow charts (both visual and narrative) for the capital assets acquisition, depreciation, and disposition process for Buildings and Grounds, Capital Building Program, Procurement, and Accounting.
- Coordinate training for central office and school site staff for the district-wide
  implementation of the revised procedures and protocol for the management of fixed
  assets, including the development of a district manual for capital assets management at
  central and school site levels, engagement of the principal's advisory committee for input
  on site level issues related to the management of capital assets.
- Work with the Accounting department to develop standard procedures for reclassification
  of expenditures between funding sources (i.e. the regular reclassification of expenditures
  after they have been procured and paid).
- Prepare a manual of policies and procedures for all areas of the district's capital assets program.

Contract Amount: \$80,000

Total Hours: 800

**Billable Hourly Rate: \$100** 

#### **EXHIBIT "A" Scope of Work**

#### DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR'S entire Proposal is <u>not</u> made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Consultant will work with the departments of procurement and distribution services, facilities planning and management, accounting, and risk management to coordinate the of development of the District's policies, procedures, and protocol for the management, accounting, reporting, and control of fixed assets.

SCOPE OF WORK

Ronald Williams II	will provide a ma	aximum of 800 hours of services at a rate of \$100 per hour for a
total not to exceed \$80,000.00	Services are anticipated to	
about what service(s) OUSI Support the department of Equipment purchased by th full implementation of electric Coordinate the bi-annual in machinery and equipment if facilitating the communication and offices; Assess long-teric capital assets, including fur	D is purchasing and what this of Procurement and Distribution of the district; Work with Technology ronic processing of equipment eventory and valuation of the distribution and valuation of the distribution	contractor will do.  Services in the redesign of the receiving process for Machinery and gy Services and Procurement and Distribution Services to facilitate the received through the distribution center for inventory and capitalization; istrict's land, land improvements, buildings, building improvements, company contracted by the district. This includes, but is not limited to, es and the valuation contractor regarding access to equipment at sites for the management, accounting, reporting and control of the District's as of other comparable school districts, the development of position for appropriate reporting relationships. This includes facilitating the
result of the service(s): 1) children are attending scho- many more Oakland children	How many more Oakland of ol 95% or more? 3) How many en have access to, and use,	mes from the services of this Contract? Be specific. For example, as a shildren are graduating from high school? 2) How many more Oakland y more students have meaningful internships and/or paying jobs? 4) How the health services they need? Provide details of program participation will be able to). NOT THE GOALS OF THE SITE OR DEPARTMENT.
		•
3. Alignment with Distri (Check all that apply.)	ct Strategic Plan: Indica	ate the goals and visions supported by the services of this contract:
		ate the goals and visions supported by the services of this contract:  Prepare students for success in college and careers
(Check all that apply.)	structional core	Prepare students for success in college and careers  Safe, healthy and supportive schools
(Check all that apply.)  Ensure a high quality in	structional core nal and physical health	Prepare students for success in college and careers

**Professional Services Contract** 

# 4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds) Please select: Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off. 1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date. 2. Meeting announcement for meeting in which the SPSA modification was approved. 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.

#### **Ronald Williams II**

ronaldcwilliams@gmail.com (510) 761-5329

3700 Madrone Avenue Oakland, California 94619

#### WORK EXPERIENCE

Consultant, Office of the Deputy Superintendent for Business and Operations Oakland Unified School District (OUSD), (Oakland, CA)—September 2009-To Date

My specific area of oversight is OUSD's portfolio of capital assets. This includes all real and personal property located at numerous school sites and offices. I work with personnel in several departments and offices that are important to this critical area of OUSD's financial records. I convene and facilitate regular meetings with representatives from the departments of accounting, procurement and distribution services, state and federal compliance, buildings and grounds, school construction, and the office of the assistant superintendent for facilities planning and management. My work at OUSD is centered on four primary objectives. First, to resolve a seven-year-old audit finding that OUSD's capital asset records were incomplete and inaccurate. Second, to engineer a capital assets management system that will enable OUSD to report annually on the individual and cumulative values of its portfolio of land, land improvements, buildings, machinery and equipment. Third, to ensure that OUSD's process for procuring equipment with federal funds complies with the guidelines established by the Office of Management and Budget. Fourth, to develop policies and procedures that enable OUSD to demonstrate its capacity to be a responsible steward of public assets entrusted to its care.

#### Program Director and Consultant, California Association of Student Councils (Oakland, CA)-August 1995-To Date

As a Program Director, I have assumed numerous roles with the California Association of Student Councils (CASC). These roles have included serving as the assistant director and director of the organization's summer leadership conferences for five years (2004-2009) and serving as a member of the board of directors for three years (2005-2008). As a consultant, I have served as a facilitator for numerous organizations including the American Society of Plastic Surgeons and Miles and Associates International (Johannesburg, South Africa). It is also with CASC that I learned and utilized my skills in strategic planning; leading organizational development workshops for schools and organizations throughout California.

#### Research Associate, American Political Science Association (Washington, DC)-June 2005 to August 2005

As a Research Associate, I provided support to the Committee on the Status of Minorities in Political Science. This included preparing supporting information/documents for two grant proposals focused on addressing the status and representation of minorities and women in the political science; authoring literature reviews; and preparing quantitative analyses. I also worked with senior staff in identifying and analyzing demographic data on political science faculty and graduate student enrollments and assisted in the collection of data for the association's annual survey of more than 700 academic departments at universities in the U.S.

# Research Associate, Florida Legislature Office of Program Policy Analysis and Government Accountability (Tallahassee, FL)—May 2004 to August 2004

As a Research Associate, I was a member of the education policy team and the general government policy team. With the education policy team, I co-authored a comprehensive statewide review of all charter schools in Florida. My contributions to this endeavor included collecting, organizing, and analyzing annual portfolios from charter schools in preparation for team meetings. As part of the general government policy team, I co-authored the periodic (18-month) progress report on the Florida Department of State's Division of Cultural Affairs and Historical Resources. My contributions to this project included conducting interviews with relevant staff from the division of Cultural Affairs and Historical Resources as well analyzing relevant documents. This data served as the basis upon which we recommended several organizational changes.

Program Assistant, Office of Student Life and Development Interim Coordinator, Cross-Cultural Center San Diego State University (San Diego, CA)—July 2002 to July 2003

As Program Assistant at the Office of Student Life and Development, I was responsible for facilitating regular meetings with representatives from multiple departments within the Division of Student Affairs to discuss and develop campus policies concerning various aspects of the university's student life program. I was also instrumental in coordinating the evaluation of departmental programs, conferences, and annual events for the Office of Student Life. As interim coordinator of the university's Cross-Cultural Center, I was responsible for all of the administrative and operational functions of the center. This included supervising the work of five part-time student employees (including three undergraduates and two graduate assistants); processing part-time payroll and invoices; and preparing and managing the unit's \$147,000 operating budget. I also coordinated special events including, among other things, guest lectures, banquets, receptions, and book signings, etc. and staffed departmental search committees.

#### **EDUCATION**

Ph.D., University of California, Berkeley, African American Studies, 2011 M.A., University of California, Berkeley, African American Studies, 2007 M.A., Howard University, Political Science, 2005 B.A., San Diego State University, Political Science, 2003

#### NON-PROFIT BOARD EXPERIENCE

Clausen House, 2008-2010
National Council for Black Studies, 2005-2008
California Association of Student Councils, 2005-2008
San Diego State University Research Foundation, 2001-2002
California State Student Association, 2001-2002
The Campanile Foundation, 2001-2002
Associated Students of San Diego State University, Inc., (Member, Vice President, and President), 1999-2002
Aztec Shops, Ltd., (Member, Vice Chair, and Chair), 1998-2002
Oakland Board of Education, (Student Member), 1996-1997

#### SELECTED HONORS AND AWARDS

Dean's Normative Time Fellowship, Graduate Division, University of California, Berkeley, 2008 Honorable Mention, Ford Foundation Pre-doctoral Fellowship Competition, 2007 Chancellor's Fellowship for Graduate Study, University of California, Berkeley, 2005-2010 Departmental Fellowship, Howard University, Department of Political Science, 2004-2005 Pi Sigma Alpha, National Political Science Honor Society, 2002 The Chair's Award, California State Student Association, 2002 Quest for the Best, Vice Presidential Student Service Award, San Diego State University, 2001

# Consultant Fingerprint/Criminal Background Check Waiver Request

#### Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Ronald Williams II					
Originator Name	Vernon Hal Site or Departm					Chief Financial Officer
Which sites or locati	ons will the contr	ractor be working at?	Central	Office		
TB Clearance Requ	irement					
	nted if the contra	actor will be working re				D students <u>or staff.</u> TB clearance one time speaker with less than
How is this contrac	ctor going to me	eet the TB clearance	require	nent?		
TB Waiver requester	d 🗌	Proof of TB cle	arance i	s in the contrac	ct pack	ket 🗸
[7	O BE COMP	LETED BY AUTHO	ORIZE	O OUSD EM	PLO'	YEE ONLY.]
appropriate steps employees so that section 45125.1 s	to protect the t the fingerprin hall not apply t m familiar with	e safety of any pu ting and criminal ba to CONTRACTOR fo the facts herein ce	pils that ckgrour or the s	t may come nd investigation ervices under	in con record this	D pupils and OUSD will take ontact with CONTRACTOR's quirements of Education Code Agreement. As an authorized I to execute this certificate on
OUSD Representa	Vernon Hal			Title	Deputy Superintendent	
OUSD Representa	ative's Signatur	re			Date	9
Approval Cabin	et Level appr	oval required (Dep	uty Su	perintendent	/Supe	erintendent)
Approver Name Veri	non Hal	//		Title Deputy S	Superir	ntendent
Approver Signature	Thom	Mal		Date 7/	191	1/2
Reason for Approva		of listed on the exclud		or list, works pr	rimarily	y at central office, and has

## **OUSD Consultant General Liability Insurance**

## Reduced Insurance Requirement or Waiver Request

#### Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

#### Steps:

- 1. OUSD Contract Originator completes request form
- 2. OUSD Contract Originator submits request form and copy of contract with Scope of Work to Risk Management at 1025 2<sup>nd</sup> Avenue, Room 115A or email cynthia.grice@ousd.k12.ca.us.
- 3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
- 4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Ronald Williams II	Contract Amount	\$80,000.00
OUSD Originator Name	Vernon Hal	Site / Department	Chief Financial Officer

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

No contact with Studetns and the majority of work is performed at OUSD Central Office.

Signature of Contract Originator Requesting Waiver	
If submitted via email, type name and send from princip	al or manager's email account.
OUSD Principal or Manager	Had Date 7/9/12
Risk Management	
Approved: Based on the scope of work provided, I requirement for this contract:	approve the following adjustment to the General Liability Insurance
Reduced Requirement : \$	Waiver of General Liability Insurance Requirement
Reason for reduction or waiver:	
☐Denied: Unfortunately, this contract does not qualify	for a reduction or waiver
Denial Reason:	
Signature	Date 7/2/2011

# **EPLS**

**Excluded Parties List System** 

Search Results Excluded By Individual: Ronald Williams State: CALIFORNIA as of 29-Jun-2012 1:02 PM EDT

Your search returned no results.



### ity Schools, Thriving Students Professional Services Contract Routing Form 2012-2013

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	Add	ditional dir	rections and	l related doc	cuments are in	the School Operat	ions Lib	rary (http://	ntranet.ousd.i	k12.ca.us)
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DUS	D Vendor ID		00489			Title		onsultant		
Stree	et Address		0 Madrone			City Oaklar			State CA	Zip 94619
Telep	phone	(510	0) 761-5329	)		Email (required)			gmail.com	to page
Cont	ractor Histor	ry	Previously	been an Ol	JSD contractor	? Yes No	V	orked as a	n OUSD emp	loyee? Tyes No
			Compens	sation and	Terms - Mus	st be within the	OUSD	Billing G	uidelines	
Antic	ipated start	date	July	1, 2012	Date work wi	Il end March 3	31, 2013	Other E	xpenses	\$
	Rate Per Ho		\$ 100		Number of H	OUTS (required)	800			
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